

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT NO. 2
TO LEASE NO. LRI04772

DATE: **FEB 03 2012**

ADDRESS OF PREMISES: 300 Jefferson Boulevard
First Floor
Warwick, RI 02888-3828

THIS AGREEMENT, made and entered into this date by and between: DBS Development, LLC

whose address is: 33 Plan Way, Unit 8
Warwick, RI 02886

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to establish beneficial occupancy, approve change orders, and adjust final Tenant Improvement pricing:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution of this SLA by the Government as follows:

1. Paragraph 2 of the Lease is deleted in its entirety and replaced as follows:

TERM: TO HAVE AND TO HOLD the said Premises with their appurtenances for a term of ten (10) years commencing on **12/19/2011 through 12/18/2021**, unless extended as provided herein or as may be allowed at law or in equity (The "Lease Term").

2. Paragraph 3 of the Lease is deleted in its entirety and replaced as follows:

TERMINATION RIGHT: THE GOVERNMENT MAY TERMINATE this Lease in whole or in part at any time on or after the last day of 12/18/2016 by giving at least one hundred twenty (120) days prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination.

3. Paragraph 4 of the Lease is deleted in its entirety and replaced as follows:

THE GOVERNMENT SHALL PAY to the Lessor, commencing on 12/19/2011 and in accordance with Paragraph 23-27 of the General Clauses of the Lease rent as follows:

Years 1 through 5: Annual rent of \$304,621.16 calculated at Shell Rent of \$176,371.12 (\$17.79 (rounded) per RSF). Operating Cost Base of \$52,496.00 (\$5.30 (rounded) per RSF), Tenant Improvements of \$75,754.04 (\$7.64 (rounded) per RSF) and payable at the rate of \$25,385.10 (rounded) per month in arrears and subject to CPI calculations per paragraph 4.3 of the Solicitation for Offers Number 9R12006 dated June 9, 2010.

Years 6 through 10: Annual rent of \$240,824.00 calculated at shell Rent of \$188,328.00 (\$19.00 (rounded) per RSF), Operating Cost Base of \$52,496.00 (\$5.30 (rounded) per RSF), and payable at the rate of \$20,068.67 (rounded) per month in arrears and subject to CPI calculations per Paragraph 4.3 of the SFO, via Electronic Funds Transfer to:

DBS Development, LLC
33 Plan Way, Unit 8
Warwick, RI 02886-1013

Rent for a lessor period shall be prorated on a per diem basis. The Tenant Improvement Allowance components to the rental rate shall be fully satisfied at the end of the fifth (5th) year.

Gov't Initials / Date: AW

Lessor Initials / Date: wllw

4. Upon this Supplemental Lease Agreement being fully executed and delivered, the Lessor shall consider this a Notice to Proceed on the Alterations required all change orders listed below.

- 1) Raise of Electrical Outlets: Total Cost = [REDACTED]
- 2) Change of Tile in two Bathrooms = [REDACTED]
- 3) Addition of Exhaust Fan = [REDACTED]
- 4) Plastic Laminate Counter and ten broker boxes = [REDACTED]
- 5) Installation of Fence = [REDACTED]
- 6) Split Cost Alarm Panel = [REDACTED]
- 7) Roof Antenna, 18 Shelves, Projection screen, SS furniture, two lockers, Fire extinguisher in Lan Room, and remove and reinstall doors = [REDACTED]

Total Amount of Change Orders: \$31,905.00—Less the credit of the Installation of Showers: (Credit of \$1,000.00), Total Amount of Change Orders Due to Landlord: \$30,905.00

5. The Government and the Lessor have agreed that the total cost of the Tenant Improvements shall change from \$737,265.00 to \$768,170.00 [$\$737,265.00 + \$30,905.00 = \$768,170.00$]. The Tenant Improvement cost includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the Tenant Improvements covered by change order #1-6 by the anticipated date of completion.

6. The Lessor and the Government agree that a lump-sum payment for a portion of the tenant improvements shall be made in the amount of \$441,635.00. Leaving a remaining balance of \$326,535.00 to be amortized into the rent as agreed to in paragraph 3 above and established into the executed lease agreement. The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **It shall reference the number PS0022501** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If the Lessor is unable to process this invoice electronically, and invoice may be mailed to:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Contracting Officer at the following address:

General Services Administration Public Buildings Service
Attn: Michael Strobel, Leasing Contracting officer
10 Causeway ST, Rm 1010
Boston, MA 02222

All other terms and conditions of the lease shall remain in force and effect.

[REDACTED] subscribed their names as of the above date.

Member, DBS Development LLC.
(Title)

Roy Rickard
(Name)

[REDACTED]
(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, NEW ENGLAND REGION

[REDACTED]
CONTRACTING OFFICER
(Official Title)